

Original Title Page

PORT OF LOS ANGELES
DATA DELIVERY AGREEMENT
FMC Agreement No. 201249
Expiration Date: See Section 4

TABLE OF CONTENTS

SECTION 1: DELIVERY OF TENANTS' DATA	2
SECTION 2: COMPENSATION TO PIERPASS	3
SECTION 3: DRAYAGE TRUCK REGISTRY	3
SECTION 4: EFFECTIVE DATE, DURATION AND TERMINATION	4
SECTION 5: RELATIONSHIP BETWEEN PARTIES.....	4a
SECTION 6: GOVERNING LAW AND VENUE	5
SECTION 7: MISCELLANEOUS.....	5

SIGNATURE PAGE

EXHIBIT A

EXHIBIT B

EXHIBIT C

display the Data solely to the extent necessary for conducting the business of the Port. Such license extends to third party consultants that may be engaged by the Port to assist it in conducting the business of the Port, for example, for the preparation of reports of the Clean Truck Program or emissions inventories under the Clean Air Action Plan.

SECTION 2. COMPENSATION TO PIERPASS

In exchange for the services provided by PierPass under this Agreement, the Port shall compensate PierPass \$4,000 per calendar month payable within thirty (30) days upon receipt of the invoice or forty-five (45) days after the close of each month for which monthly Data has been delivered. The maximum amount payable under this Agreement is One Hundred Forty-~~Eight-Four~~ Thousand Dollars (\$~~48~~144,000).

SECTION 3. DRAYAGE TRUCK REGISTRY

3.1 Access to Terminals. To the extent that the Port's Tariff contains criteria that trucks and their owners or operators must meet in order to gain access to the Terminals and/or a deadline by which such criteria must be met, the Tenants shall permit access only to trucks that meet the criteria and/or deadlines established by the Port, provided that the relevant information as to whether a truck meets the criteria is provided to the Tenants through the DTR.

3.2 Maintenance of and Access to Database. The Port, at its expense, shall be responsible for the maintenance of a complete, accurate, and up-to-date DTR that identifies the status of all trucks regularly serving the Port with respect to the environmental and concession requirements for trucks established by the Port. The

Port shall make commercially reasonable efforts to ensure that the DTR is available in the manner and at the times set forth in Exhibit C, Drayage Truck Registry Service Levels, attached hereto and incorporated by this reference. The Port, at its expense, shall provide Tenants and their contractors with access to such database to the extent necessary to fulfill their obligations under this Agreement, but the Port shall not be responsible for costs related to such access. Tenants shall not be liable for the consequences of any errors or omissions in the content or transmission of the data in the DTR database maintained by the Port. Upon accurate transmission of the DTR data to the Tenants, the Tenants shall be responsible for maintaining accurate copies of the data transmitted and stored on their systems.

SECTION 4. EFFECTIVE DATE, DURATION AND TERMINATION

4.1 Effective Date. This Agreement shall become effective on the date it enters into effect pursuant to the Shipping Act of 1984, and shall remain in effect ~~for a term of one (1) year~~ until June 10, 2020. The parties may extend the term of this Agreement for an additional year to June 10, 2021, by mutual written agreement on or before April 1, 2020, without further amendment to this Agreement; provided, that the parties shall provide written notification of any such extension to the Federal Maritime Commission.

4.2 Termination. Either party may terminate this Agreement by giving not less than thirty (30) days advance written notice of termination to the other party; provided, however, that such termination shall not affect financial or other obligations previously incurred by the party under this Agreement.

SECTION 5. RELATIONSHIP BETWEEN PARTIES

PierPass acts as an independent contractor. Nothing herein is intended to create or shall be interpreted as creating any other relationship between the Port and PierPass. No party to this Agreement has authority to bind any other party with respect to any matters whatsoever.

accidents, casualties, labor disputes, fire, road, marine or rail disasters, acts of God, governmental restraints, war or hostilities, acts of terrorism, embargoes or other similar conditions beyond the control of the affected party.

7.5 Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by a recognized reputable private courier company or by United States or other national mail system, return receipt requested, or by e-mail or facsimile transmission followed by such means, to:

If to the Port:

City of Los Angeles Harbor Department
P.O. Box 151
San Pedro, California 90733-0151
Attention: Executive Director
Fax: (310) 831-6936

with a copy to:

City of Los Angeles
Office of the City Attorney
425 South Palos Verdes Street
San Pedro, California 90731
Attention: General Counsel
Fax: (310) 831-9778

If to PierPass:

c/o Mr. John Cushing, President
~~444 W. Ocean Blvd., Suite 700~~ 13001 Seal Beach Blvd., Suite 250
~~Long Seal~~ Beach, CA ~~90802~~ 90740
Fax: (562) 437-9960

with a copy to:

David Smith/Wayne R. Rohde
Cozen O'Connor
1200 19th Street, NW
Washington, D.C. 20036
Fax: (202) 618-4847

EXHIBIT A

LIST OF TENANTS

APM TERMINALS PACIFIC LTD.
2500 Navy Way
Terminal Island, CA 90731

~~EAGLE~~ FENIX MARINE SERVICES, LTD.
~~16220-6263~~ N. Scottsdale Road, Suite ~~300~~ 320
Scottsdale, AZ ~~85254-1781~~ 85250

EVERPORT TERMINAL SERVICES, INC.
389 Terminal Way
Terminal Island, CA 90731

TRAPAC ~~INC.~~ LLC
~~920-630~~ West Harry Bridges Blvd.
Wilmington, CA 90774-5230

WEST BASIN CONTAINER TERMINAL LLC
111 West Ocean Blvd., Suite 1610
Long Beach, CA 90802

YUSEN TERMINALS LLC
701 New Dock Street
Terminal Island, CA 90731